

get the actual possession of the crop or any part thereof otherwise than by the mode prescribed in the preceding section, and said lessor or his assigns shall refuse or neglect, upon a notice, written or verbal, of five days, given by the lessee or cropper or the assigns of either, to make a fair division of said crop, or to pay over to such lessee or cropper or the assigns of either, such part thereof as he may be entitled to under the lease or agreement, then and in that case, the lessee or cropper or the assigns of either shall be entitled against the lessor or his assigns, to the remedies given in action upon a claim for the delivery of personal property, to recover such part of the crop as he, in law and according to the lease or agreement, may be entitled to. The amount or quantity of such crop claimed by said lessee or cropper or the assigns of either, together with a statement of the grounds upon which it is claimed, shall be fully set forth in an affidavit at the beginning of the action.

How to proceed
in case of any
controversy be-
tween the parties

SEC. 3. That where any controversy shall arise between the parties, and neither party avails himself of the provisions of the first and second sections of this act, it shall be competent for either party to proceed at once to have the matter determined in the court of a justice of the peace, if the amount claimed be two hundred dollars or less, and in the superior court of the county where the property is situated, if the amount so claimed shall be more than two hundred dollars. But in case there shall be a continuance or an appeal from the justice's decision to the superior court, the lessee or cropper or the assigns of either, shall be allowed to retain possession of said property upon his giving bond to the lessor or his assigns, or the adverse party, in a sum double the amount of the claim, if such claim does not amount to more than the value of such property, otherwise to double the value of such property, with good and sufficient security, to be approved by the justice of the peace or the clerk of the superior court, conditioned for the faithful payment to

Bond to be given
by lessee.